

11-IMP-8
R96.6/R96.8
Agreement No. 11-0447

AZ AG No.: KR91-1724TRD
ECS No.: JPA 91-76
AZ Proj. No.: N-900-696
999 SW 000 H 3125 01 D

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE STATE OF CALIFORNIA

THIS AGREEMENT is entered into 1 October, 1991,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION ("Arizona") and the STATE
OF CALIFORNIA, acting by and through its DEPARTMENT OF
TRANSPORTATION ("California").

I. RECITALS

1. Arizona is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. California is empowered by Government Code 6500 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the State.
3. California and Arizona desire to participate in the determination of a seismic retrofit strategy for the Colorado River Bridges on Interstate 8 and the Fourth Avenue Bridge over the Colorado River at Yuma, at an estimated cost of \$200,000, for the benefit of the motoring public. The parties hereto agree that California will be the lead agency in determining the seismic retrofit strategy.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>16072</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12/01/91</u>
<u>Richard H. Hohn</u> Secretary of State
By <u>Wing G. Gammeter</u>

II. SCOPE OF WORK

1. California will:

- a. Obtain all information required for a dynamic analysis, including a soils report, if necessary.
- b. Perform a dynamic analysis for each structure.
- c. Submit a preliminary retrofit strategy to Arizona for review. Incorporate Arizona's review comments.
- d. Prepare and approve a Project Scope Summary Report that recommends a retrofit strategy for each bridge and estimates a construction cost.
- e. Pay for fifty percent (50%) of the actual costs to determine a retrofit strategy, estimated at \$100,000.
- f. Invoice Arizona, no more often than monthly, for its fifty percent (50%) share of the actual costs to determine a retrofit strategy.
- g. Prepare a Project progress report on a schedule to coincide with invoices to Arizona, but at least monthly, to inform Arizona of the general progress of the Project.

2. Arizona will:

- a. Provide California, at no cost, such data and information as is reasonably available to assist in the retrofit strategy determination.
- b. Participate in retrofit strategy meetings.
- c. Review the preliminary retrofit strategy and provide comments.
- d. Pay for fifty percent (50%) of the actual costs to determine a retrofit strategy, estimated at \$100,000.
- e. Reimburse California within five (5) working days after receipt and approval of each invoice, or as expediently as normal accounting procedures permit, but in no case shall this period exceed 30 days.

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III. MISCELLANEOUS PROVISIONS

1. This agreement is subject to the appropriation and availability of funds of the respective parties hereto, and shall remain in force and effect until completion of retrofit strategy determination and reimbursements; provided, however, that this agreement may be canceled at any time prior to the award of a contract to implement the strategy report, upon thirty (30) days written notice to the other party.
2. This agreement shall become effective upon filing with the Arizona Secretary of State, and upon final approval by the California Department of Transportation.
3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. California reserves the right to perform any portion of its responsibilities under this agreement by contracting with a qualified consultant engineering firm.
6. California shall provide a claims process acceptable to California and Arizona, and shall process any and all claims through said process. Said claims process shall include a provision for arbitration. Any additional payments authorized as a result of the claims process will be shared equally by California and Arizona.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E, Mail Drop 616E
Phoenix, AZ 85007

California Department of Transportation
District 11, Design D
P.O. Box 85406
San Diego, CA 92186-6506
8. California and Arizona agree to cooperate in entering into another agreement, after the retrofit strategy is determined, to address the final design, construction, and maintenance of this retrofit work.

9. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

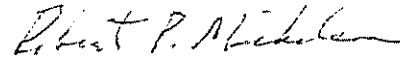
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF CALIFORNIA
Department of Transportation

STATE OF ARIZONA
Department of Transportation

A. A. PIERCE
Interim Director of Transportation

By 
Chief Deputy District Director

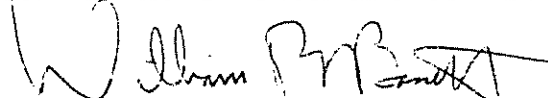
By 
ROBERT P. MICKELSON
Deputy State Engineer

APPROVAL RECOMMENDED


 for
JAMES E. ROBERTS, Chief
Division of Structures

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APPROVED AS TO FORM AND PROCEDURE:


Attorney, Department of Transportation

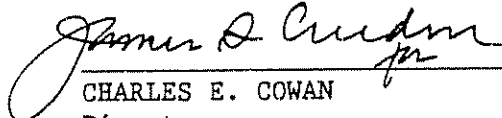
CERTIFIED AS TO FUNDS AND PROCEDURE:


District Accounting Administrator

RESOLUTION

BE IT RESOLVED on this 12th day of August 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the State of California for the purpose of defining responsibilities for the joint participation in a study to determine a strategy for seismic retrofit of the bridges over the Colorado river on I-8 and Fourth Avenue at Yuma.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


CHARLES E. COWAN
Director

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APPROVAL OF THE CALIFORNIA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CALIFORNIA DEPARTMENT OF TRANSPORTATION and declare this agreement to be in proper form and within the powers and authority granted to California under the laws of the State of California.

DATED this 30th day of August 1991.



Attorney of California

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Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~XXXXXXXXXXXX~~
~~Robert A. Clinton~~

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INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR91-1724TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of September, 1991.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section